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22 Attorneys for Petitioner EDAG Engineering GmbH,
23 a corporation organized and existing under the laws
24 of the Republic of Germany

25 UNITED STATES DISTRICT COURT

26 NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION

27 EDAG Engineering GmbH,

28 Case No. 3:21-cv-04736-EMC

19 Petitioner,

20 v.

21 BYTON North America Corporation,

22 Respondent.

23 **CERTIFICATE OF NOTICE UNDER
24 LOCAL RULE 7-10 AND DECLARATION
25 OF DAVID J. COOK ESQ., IN SUPPORT OF
MOTION FOR APPOINTMENT OF A
RECEIVER TO MARSHAL, TO RECOVER,
SET ASIDE FRAUDULENT CONVEYANCE
OF 22 PATENTS FROM BYTON LIMITED
("BYTON LTD") AND PROVIDE FOR SALE
PURSUANT TO FRCP 69(a), AND RULE 66,
C.C.P. SECTION 708.620 AND CIVIL CODE
SECTION 3439.07(a)(3) (B), FOR PURPOSES
OF THE PAYMENT OF THE JUDGMENT
THEREOF; AND REQUEST OF JUDICAL
NOTICE PURSUANT TO FRE 201.**

26 Date: December 9, 2021

1 Time: 1:20 pm
2 Location: via Judge Chen's
3 Videoconference – [Link](#)

4 Petition Filed: June 23, 2021

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1 I, DAVID J. COOK, hereby declare and state as follows:

2 1. I am one of the attorneys of record for Petitioner in the above-entitled action, am duly
3 authorized to practice before all courts in the State of California, and am familiar with the facts and
4 circumstances in this action.

5 2. The following chart containing the timeline of BYTON North America Corporation's
6 Events, Exhibits correlating to those events, all of which are true and authentic copies, and the
7 shipping of the patents is hereby incorporated within.

#1	October 5, 2018- Byton emails EDAG that they will miss the October 15th payment. (<i>Exhibit "A"</i> , EDAG Emails)	
#2	January 2019- Byton once again defaults on payments to EDAG under the TLDA. (Doc. #10-4, Page 3, Final Arbitration Award)	
#3	May 2019- Byton stops paying Tech Mahindra LLC. (Doc. #36-1, Exhibit "D", Tech Mahindra Complaint)	
#4	Middle of 2019- Byton stops paying its suppliers, including EDAG. (<i>Exhibit "B"</i> Page 231, Lines 9-15, most qualified witness, Kameswaran, Depo)	NA:495 Karaoke Exec: 05/16/2019 Assignee: Byton Limited
		NA: 538 Display Screen Exec: 06/23/2019 Assignee: Byton Limited
#5	July 28th, 2019- Byton has not paid any other Creditors besides fundamental operational costs and payroll. (<i>Exhibit "C"</i> , pg 851, Lines 10-15, Kameswaran Arbitration)	
#6	July 28, 2019- Byton Vice President of Finance, Teresa Shi and Senior Vice President Global Supply Chain, Tom Wessner, sign Letter of Confirmation confirming the overdue receivables and duty to pay in full. (<i>Exhibit "A"</i> , EDAG Emails)	
#7	August 2019- October, 2019 Byton stops paying EDAG and fails to fulfill the payment plan signed by Byton and while failing to make any of the following scheduled payments. (Doc. #10-4, Page 9-10, Final Arbitration Award) August 19, 2019- 1.7 million Euro September 3, 2019- 3 million Euro September 20, 2019- 6 million Euro October 11, 2019- 6.7 million Euro	NA: 227 Animated Display Screen Exec: 09/19/2019 Assignee: Byton Limited

1	#8	October 8, 2019- Groupware Technology Inc files complaint/ new case against Byton North America Corporation for breach of contract and damages of \$466,562.03. Case is dismissed November 22, 2019 with prejudice. (<i>Exhibit "D"</i>)	
2	#9	October 2019- EDAG initiated arbitration proceedings against Byton with JAMS in San Francisco, California. (Doc. #1, Page 3, Line 4-5, Petition)	
3	#10	Late 2019- Byton fails to make payments to third party vendors who administer the JIRA database. (<i>Exhibit "B"</i> , Page 325-326, Lines 23-25 to 1-2, Kameswaran Depo)	NA: 732 Airbag Device Exec: 11/19/2019 Assignee: Byton Limited
4			NA: 794 Battery Enclosure Exec: 01/02/2020 Assignee: Byton Limited
5			NA: 653 Display Screen Exec: 01/09/2020 Assignee: Byton Limited
6	#11	February 2020- Byton's Chief Vehicle Engineer leaves Byton. (<i>Exhibit "E"</i> , Page 28, Lines 15-19, DeCarlo Arbitration)	NA: App834 HVAC Exec: 02/01/2020 Assignee: Byton Limited
7			NA: 121 Display Screen Exec: 02/18/2020 Assignee: Byton Limited
8	#12	March 2020- Byton Furloughs employees. (<i>Exhibit "B"</i> , Page 288, Lines 19-22, Kameswaran Depo, Vol II)	NA: 349 System Exec: 03/17/2020 Assignee: Byton Limited
9	#13	March 2020- <i>Hanon Systems vs. Byton North America Corporation</i> case/ Complaint for damages of \$2,018,937, is filed. Case is dismissed without prejudice. (<i>Exhibit "F"</i>)	NA: 018 User Recognition Exec: 03/18/2020 Assignee: Byton Limited
10	#14	April 2020- Byton's PPP Loan for \$10,000,000.00 is approved. (<i>Exhibit "G"</i>)	
11	#15	May 2020- July 2020 Byton begins to stop communicating and fails to pay legal fees of Mayer Brown LLP (Attorneys representing Byton in <i>Byton North America Corporation vs. Carsten Breitfeld</i>). (Doc. 36-1, Exhibit "E", Page 1)	NA: 067 User Capture Exec: 05/04/2020 Assignee: Byton Limited
12	#16	July 2020- <i>Powerland Technology Inc. vs Byton North America Corporation</i> case/complaint for damages of \$616,412.00 is filed. Case is dismissed without prejudice on April 4, 2021. (<i>Exhibit "H"</i>)	NA: 693 Door Panel Exec: 07/06/2020 Assignee: Byton Limited

1		NA: 560 Interactive Mapping Exec: 07/13/2020 Assignee: Byton Limited
2		NA: 362 Assisted Driving Exec: 07/28/2020 Assignee: Byton Limited
3	#17	Automotive Journalists report that Byton's M-BYTE (which EDAG has produced evidence showing it was designed by EDAG) was photographed undergoing road tests in Hainan, China. (Doc. #25, Page 4)
4	#18	September 2020- Alexander Grachev requests an Order to confirm the Labor Commissioner's Judgment against Byton North America. (Doc. #36-1 Exhibit "F")
5	#19	October 14, 2020- Blue Arc Electric Inc. files complaint/ new case against Byton North America Corporation for damages of \$13,115.75. Case is still active. (<i>Exhibit, "I"</i>)
6	#20	October 22, 2020- Air International Inc. files complaint/ new case against Byton North America Corporation for failure to pay damages of \$1,556,063. Dismissal requested on December 17, 2020. (<i>Exhibit, "J"</i>)
7		NA: 208 Multi-Window Display Exec: 11/02/2020 Assignee: Byton Limited
8		NA: 232 Vehicle Exec: 11/03/2020 Assignee: Byton Limited
9	#21	November 17, 2020 Byton's Most Qualified Witness, Sadha Kameswaran, Deposition occurs. (<i>Exhibit "B"</i>)
10		NA: 054 Vehicle Exec: 11/25/2020 Assignee: Byton Limited
11		NA: 921 Operating Systems Exec: 12/09/2020 Assignee: Byton Limited
12	#22	December 29, 2020- Mayer Brown LLP (Attorneys representing Byton in Byton North America Inc vs. Carsten Breitfeld) files motion to withdraw due to non-payment. Order is granted February 18, 2021. (Doc. #36-1 Exhibit "E")
13		NA: 949 Systems and Methods Exec: 12/28/2020 Assignee: Byton Limited
14		NA: App 837 Door Clearance Exec: 01/07/2021 Assignee: Byton Limited

1	#23	February 2021- EGAG and Byton Arbitration begins	
2	#24	February 2021- Arbitration reveals that Byton only has 4 employees remaining; "Unfortunately, the current full-time headcount is about four, and then we have two people in part-time capacity on an as-required basis." (<i>Exhibit "C"</i> , Pg 798, Lines 13-17, Kameswaran Arbitration).	
3			NA: 932 Middle Console Exec: 05/19/2021 Assignee: Byton Limited
4	#25	June 2021- Byton's PPP Loan is forgiven. (<i>Exhibit "G"</i>)	
5	#26	June 2, 2021 Arbitrator rendered Written Final Arbitration Award. (Doc. #1, Petition, Page 3, Lines 14-16)	
6	#27	June 4, 2021- Steven Ivsan files Complaint/ case against Byton North America Corporation for nonpayment and breach of Contract. (Doc. #36-1, Exhibit "G")	
7	#28	June 23, 2021- EDAG files Petition to confirm Arbitration Award and for Entry of Judgment against Byton North America Corporation. (Doc. #1)	
8			NA: 484 Secure Charging Exec: 08/11/2021 Assignee: Byton Limited
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23	#29	October 27, 2021- Tech Mahindra LLC files a complaint/ new case against Byton North America Inc. for nonpayment and damages of \$971,264.54. (Doc. #36-1 Exhibit "D")	
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3. BYTON North America Corporation has transferred Patents 22 to BYTON LIMITED, in Hong Kong. The patents which set forth in the attached chart which lists the Patents, the patent number, a brief description, and date of transfer, marked *Exhibit "K"* ("BNA Patents #1"). A true and authentic copy is hereby attached and incorporated within. BNA Patents #2 consist of three

DECLARATION OF DAVID J. COOK ESQ., IN SUPPORT OF MOTION FOR APPOINTMENT OF A RECEIVER TO MARSHAL

patents in the name of BNA and have not been transfer, the list of these patents are attached to ***Exhibit "L"*** which is incorporated within. The total of the two Patents (BNA Patents #1 + BNA Patents #2) is BYTON PATENTS TOTAL. The list of the total patents are attached to ***Exhibit "P"*** which is hereby attached and incorporated within.

4. BYTON North America Corporation filed a Corporate Disclosure Statement in the *Byton North America Corporation v. Iconiq Motors North America, Inc* in the United States District Court, Central District of California, case no: 2-19-cv-10563-DMG-JEM. The Disclosure statement states that BYTON North America Corporation's parent company is BYTON LIMITED, a privately held Hong Kong Company. A true and authentic copy of the statement is hereby attached as **Exhibit "M"** and incorporated within.

5. On December 10, 2021, David J. Cook Esq., informed Keith Sippelle, Esq., Vincent Lester Esq., and Enrique Garcia, Esq., by email to take notice of the Ex Parte Motion to set a hearing and the Ex Parte Motion to issue an injunction. A true and authentic copy is hereby attached as ***Exhibit "N"*** and incorporated within.

6. Michael Berg, CPA has been engaged as an expert and opines that the transfer of the BNA Patents #1 is a fraudulent conveyance. A true and authentic copy of the Declaration of Michael Berg is attached as *Exhibit "O"* and incorporated within.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on this 14th day of December, 2021 at San Francisco, California.

/s/ David J. Cook

DAVID J. COOK, ESQ. (SB# 06859)